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10 UNITED STATES DISTRICT COURT
11
12 DISTRICT OF NEVADA

13 WILLIE THURMOND and DAVID
14 THOMAS, Individually and on behalf of others
15 similarly situated,

16 CASE NO.: 2:15-cv-01066-MMD-PAL

17 v.
18 Plaintiffs,

19 PRESIDENTIAL LIMOUSINE,
20 PRESIDENTIAL LIMOUSINE, a Nevada
21 corporation, and PRESIDENTIAL
22 LIMOUSINE CONCIERGE SERVICE,
23 INC., and BRENT J. BELL,
24
25 Defendants.

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STIPULATED PROTECTIVE ORDER
[PROPOSED]

19 In order to protect the confidentiality of confidential information obtained by the parties in
20 connection with this case, the parties hereby agree as follows:

21 1. Any party or non-party may designate as “confidential” (by stamping the relevant
22 page or otherwise set forth herein) any document or response to discovery which that party or non-
23 party considers in good faith to contain information involving trade secrets, or confidential
24 business or financial information, subject to protection under the Federal Rules of Civil Procedure
25 or Nevada law (“Confidential Information”). Where a document or response consists of more than
26 one page, the first page and each page on which confidential information appears shall be so
27 designated. This protective order does not confer blanket protection on all disclosures or responses
28 to discovery, the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable legal
 2 principles, and it does not presumptively entitle parties to file confidential information under seal.

3 2. A party or non-party may designate information disclosed during a deposition or in
 4 response to written discovery as “confidential” by so indicating in said response or on the record at
 5 the deposition and requesting the preparation of a separate transcript of such material. Additionally
 6 a party or non-party may designate in writing, within twenty (20) days after receipt of said
 7 responses or of the deposition transcript for which the designation is proposed, that specific pages
 8 of the transcript and/or specific responses be treated as “confidential” information.

9 Any other party may object to such proposal, in writing or on the record. Upon such
 10 objection, the parties shall follow the procedures described in paragraph 8 below. After any
 11 designation made according to the procedure set forth in this paragraph, the designated documents
 12 or information shall be treated according to the designation until the matter is resolved according
 13 to the procedures described in paragraph 8 below, and counsel for all parties shall be responsible
 14 for marking all previously unmarked copies of the designated material in their possession or
 15 control with the specified designation.

16 3. All information produced or exchanged in the course of this case (other than
 17 information that is publicly available) shall be used by the party or parties to whom the
 18 information is produced solely for the purpose of this case, and will not be used or disclosed
 19 outside the context of this litigation.

20 4. An inadvertent failure to designate qualified information or items does not, standing
 21 alone, waive the designating party’s right to secure protection under this agreement for such
 22 material. Upon timely correction of a designation, the receiving party must make reasonable
 23 efforts to ensure that the material is treated in accordance with the provisions of this agreement.

24 5. Except with the prior written consent of other parties, or upon prior order of this
 25 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to
 26 any person other than:

27 (a) counsel for the respective parties to this litigation, including in-house
 28 counsel and co-counsel retained for this litigation;

16 (e) any authors or recipients of the Confidential Information;
17 (f) the Court, Court personnel, and court reporters; and
18 (g) witnesses (other than persons described in paragraph 5(e)). A witness shall
19 sign the Certification before being shown a confidential document. Confidential Information may
20 be disclosed to a witness who will not sign the Certification only in a deposition at which the party
21 who designated the Confidential Information is represented or has been given notice that
22 Confidential Information shall be designated “Confidential” pursuant to paragraph 2 above.
23 Witnesses shown Confidential Information shall not be allowed to retain copies.

24 6. Any persons receiving Confidential Information shall not reveal or discuss such
25 information to or with any person who is not entitled to receive such information, except as set
26 forth herein.

7. If Confidential Information, portions of Confidential Information, or information obtained therefrom, is to be filed or lodged with the Court, the party which designated such

1 information as Confidential Information must seek to file under seal pursuant to Local Rule 10-5.
2 The party seeking to so file or lodge such materials (the "filing party") shall serve the party having
3 designated the material as Confidential Information on the same day as they are so filing or
4 lodging the materials with a declaration identifying the documents or portions containing
5 designated Confidential material. Within seven (7) days of this notification, the designating party
6 must file a motion seeking to establish the material as sealable. If it fails to present a motion
7 within such time frame, the Confidential materials shall be unsealed. Pending determination of any
8 such timely filed motion , the lodged document(s) will be conditionally under seal and their
9 contents not disclosed in any public filing. Upon granting of an Order sealing the record, the
10 Protected Information will be sealed and labeled by the Court clerk. Upon denial of such an Order,
11 the documents may be filed in the public record no earlier than five (5) days after denial of the
12 motion.

13 8. The parties must make every attempt to resolve any dispute regarding confidential
14 designations without court involvement. Any motion regarding confidential designations or for a
15 protective order must include a certification, in the motion or in a declaration or affidavit, that the
16 movant has engaged in a good faith meet and confer conference with other affected parties in an
17 effort to resolve the dispute without court action. The certification must list the date, manner, and
18 participants to the conference. A good faith effort to confer requires a face-to-face meeting or a
19 telephone conference. If a party contends that any material is not entitled to confidential treatment,
20 such party may at any time give written notice to the party or non-party who designated the
21 material. The party or nonparty who designated the material shall have twenty-five (25) days from
22 the receipt of such written notice, inclusive of the meet and confer process under the local rules, to
23 apply to the Court for an order designating the material as confidential. The party or non-party
24 seeking the order has the burden of establishing that the document is entitled to protection.

25 9. A party may designate as "Confidential" documents or discovery materials
26 produced by a non-party by providing written notice to all parties of the relevant document
27 numbers or other identification within thirty (30) days after receiving such documents or discovery
28 materials. Any party or non-party may voluntarily disclose to others without restriction any of its

1 own information that it has designated as confidential, although a document may lose its
2 confidential status if it is made public.

3 10. Notwithstanding any challenge to the designation of material as Confidential
4 Information, all documents shall be treated as such and shall be subject to the provisions hereof
5 unless and until one of the following occurs:

6 (a) the party or non-party claims that the material is Confidential Information
7 withdraws such designation in writing; or

8 (b) the party or non-party who claims that the material is Confidential
9 Information fails to apply to the Court for an order designating the material confidential within the
10 time period specified above after receipt of a written challenge to such designation; or

11 (c) the Court rules the material is not confidential.

12 11. If a party is served with a subpoena or a court order issued in other litigation that
13 compels disclosure of any information or items designated in this action as ‘CONFIDENTIAL,’
14 that party must:

15 (a) promptly notify the designating party in writing and include a copy of the
16 subpoena or court order; and

17 (b) promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena or order is
19 subject to this agreement. Such notification shall include a copy of this agreement.

20 12. All provisions of this Order restricting the communication or use of Confidential
21 Information shall continue to be binding after the conclusion of this action, unless otherwise
22 agreed or ordered. Any person to whom Confidential Information is disclosed shall be subject to
23 the jurisdiction of the Court for purposes of determining, assuring, and adjudging such person’s
24 compliance with this Order. This jurisdiction shall survive the termination of this litigation. Upon
25 conclusion of the litigation, a party in the possession of Confidential Information, other than that
26 which is contained in pleadings, correspondence, and deposition transcripts, shall either (a) return
27 such documents no later than thirty (30) days after conclusion of this action to counsel for the
28 party or non-party who provided such information if the party so requests and pays for the cost of

1 such return, or (b) destroy such documents and certify in writing within thirty (30) days that the
2 documents have been destroyed.

3 13. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use
4 of documents at trial.

5 14. Nothing herein shall be deemed to waive any applicable privilege or work product
6 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
7 protected by privilege or work product protection. By entering into this Order, the parties do not
8 waive any right to object to any discovery request, to the admission of evidence on any ground, to
9 seek further protective order, or to seek relief from the Court from any provision of this Order.

10 15. Disclosure (including production) of any information or document that a party or
11 non-party later claims should not have been disclosed because of a privilege, including, but not
12 limited to, the attorney-client privilege or work product doctrine ("Privileged Information"), shall
13 not constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work
14 product, or other ground for withholding production as to which the disclosing or producing party
15 would be entitled in this litigation.

16 16. The receiving party hereby agrees to return, sequester, or destroy any Privileged
17 Information disclosed or produced by disclosing or producing party upon request. If the receiving
18 party reasonably believes that Privileged Information has been inadvertently disclosed or produced
19 to it, it shall promptly notify the disclosing or producing party and sequester such information until
20 instructions as to disposition are received. Upon a request by the disclosing or producing party, a
21 receiving party shall return such Privileged Information within five (5) business days, and shall
22 destroy any notes, work product or electronic files reflecting the contents of such material,
23 regardless of whether the receiving party agrees with the claim of privilege and/or work-product
24 protection. The failure of any party to provide notice or instructions under this paragraph shall not
25 constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney work
26 product, or other ground for withholding production as to which the disclosing or producing party
27 would be entitled in this action. Disclosure of the information or document by the receiving party
28 prior to such work-product or attorney-client privilege designation shall not be deemed a violation

1 of this order. This order shall not prevent any party from seeking an order compelling production
2 of any document or information designated by another party as protected by the attorney-client
3 privilege or work product doctrine. Paragraphs 15-16 of this Order are governed by Federal Rule
4 of Evidence 502.

5 17. Any witness or other person, firm or entity from which discovery is sought may be
6 informed of and may obtain the protection of this Order by written advice to the parties' respective
7 counsel or by oral advice at the time of any deposition or similar proceeding.

8 18. This Protective Order may be signed in counterparts, and a fax or "PDF" or digital
9 signature shall have the same force and effect as an original ink signature.

10 DATED this 12th day of February, 2016.

DATED this 12th day of February, 2016.

11
12 /s/ Dana Sniegocki, Esq.
13 Leon Greenberg, Esq.
14 Dana Sniegocki, Esq.
15 LEON GREENBERG PROFESSIONAL
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17 2965 South Jones Blvd., Ste. E3
18 Las Vegas, Nevada 89146

19 Richard Segerblom, Esq.
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23 Attorneys for Plaintiffs

24 /s/ Anthony L. Hall, Esq.
25 Anthony L. Hall, Esq.
26 R. Calder Huntington, Esq.
27 HOLLAND & HART LLP
28 9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Attorneys for Defendants

29 **IT IS SO ORDERED:**

30 
31 UNITED STATES DISTRICT/MAGISTRATE JUDGE

32 DATED: February 22, 2016

1 EXHIBIT "A"

2 CERTIFICATION

3 I hereby certify my understanding that Confidential Information is being provided to me
4 pursuant to the terms and restrictions of the Protective Order dated _____, in
5 *Thurmond, et al. v. Presidential Limousine, et al.*, Civil Case No.: 2:15-cv-01066-MMD-PAL (D.
6 Nev.). I have been given a copy of that Order and read it. I agree to be bound by the Order. I will
7 not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain
8 all such Confidential Information – including copies, notes, or other transcriptions made therefrom
9 – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the
10 conclusion of this action, I will return the Confidential Information - including copies, notes or
11 other transcriptions made therefrom – to the counsel who provided me with the Confidential
12 Information. I hereby consent to the jurisdiction of the United States District for the purpose of
13 enforcing the Protective Order.

14 DATED: _____
15 _____
16 _____
17 _____
18 (Printed Name)

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